

MARRIAGE END DATE AGREEMENT
("TERMINATION AGREEMENT")

THIS AGREEMENT having been entered into on this ____ day of _____, 202_, by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband"); collectively referred to as "the Parties");

WITNESSETH

WHEREAS, the Parties were married on _____; and

WHEREAS, there is ___ child/children born of the marriage; and

WHEREAS, certain differences have arisen between the Parties relating to their marriage and related issues; and

WHEREAS, both Parties desire to amicably resolve, if possible, all issues relating to the dissolution of their marriage without litigation and prior to (or without the need for continuing) an action for divorce; and

WHEREAS, both Parties recognize their right to file a Complaint for Divorce against the other party; and

WHEREAS, both Parties have agreed not to file a Complaint for Divorce against the other party at this time based upon their agreement to enter into this Agreement.

OR

[Add next two paragraphs in lieu of prior paragraph if a complaint for divorce is being dismissed in favor of a cut off agreement being entered]

WHEREAS, both Parties recognize their individual right to proceed with the pending

marital dissolution matter, initiated in the Superior Court of New Jersey, Chancery Division, Family Part, _____ County, under Docket Number FM-_____, captioned _____, filed with the Court on _____; and

WHEREAS, both Parties have agreed to dismiss the pending litigation and attempt to resolve their respective marital differences, without the need for judicial intervention at this time,

NOW, THEREFORE, for and in consideration of the covenants, promises, and agreements hereinafter set forth, it is agreed by and between the Parties hereto as follows:

1. Wife and Husband hereby agree that **[Date]** (hereinafter referred to as the “Cut-Off Date”), shall be utilized by them and be binding upon them in any future divorce action between them as the cut-off date for purposes of determining equitable distribution and alimony, if any. The Cut-Off Date shall be preserved as if it was the date on which a Complaint for Divorce was filed (**or, if the complaint was filed and dismissed, you should state: The Cut-Off Date shall be preserved as it was the date on which the Complaint for Divorce was originally filed prior to its dismissal without prejudice.**) This Agreement shall confirm the Parties’ agreement that the Cut-Off Date is hereby established and preserved as the legal and functional equivalent of the filing date of a Complaint for Divorce notwithstanding that their actual filings of a Complaint for Divorce and the Counterclaim for Divorce have been withdrawn without prejudice.

2. While the Cut-Off Date shall be used for purposes of this matter, including without limitation equitable distribution and alimony, if any, the valuation of assets, liabilities, and net worth shall be in accordance with New Jersey law.

3. This Agreement shall not preclude either Party from filing a Complaint for Divorce against the other at any time in the future, if any, and if a Complaint for Divorce is filed, the Complaint for Divorce shall include an affirmative request that the Court use the Cut-Off Date for the purposes detailed in this Agreement.

4. Each Party has been further advised by their counsel as to the legal significance of the filing date of a Complaint for Divorce and that this Agreement to establish the Cut-Off Date shall determine their rights, duties, and obligations on behalf of the Parties as if such a Complaint for Divorce had been filed **[OR if the Complaint was dismissed state: had not been dismissed without prejudice. And Add: Both Parties warrant, represent, and acknowledge that the other party is relying upon the provisions of this Agreement in stipulating to the dismissal of the pending matrimonial litigation.]**

5. Each party affirmatively represents that he/she is aware of no facts and/or circumstances that would render the utilization of the Cut-Off Date as set forth in this Agreement to be unfair and/or inequitable.

6. [Consider if you want to add next two paragraphs -- if you represent the monied spouse and there is a prenuptial or premarital assets, it is advisable to include the next two paragraphs] The Parties hereby waive any and all rights either of them may have to take an elective share of the augmented estate of the other party and the provisions of N.J.S.A. 3B:8-1 ("Elective share of surviving spouse or domestic partner of person dying domiciled in this State; conditions"), et. seq, shall apply as if the parties had been living separate and apart in different habitations or had ceased to cohabit as man and wife, either as the result of judgment of divorce from bed and board or under circumstances which would have given

rise to a cause of action for divorce or nullity of marriage to a decedent prior to their death under the laws of this State.

7. In the event of death of either Party, Husband and Wife each reserve their respective rights to seek equitable distribution of marital assets and liabilities, consistent with N.J.S.A. 2A:34-23 and N.J.S.A. 2A:34-23.1, subject to the within Cut-Off Date against the other or the other's estate as if a Complaint for Divorce has been filed prior to the death of said party.

8. [If you want to address *pendente lite* issues in the cut-off agreement add - The Parties shall maintain the financial status quo during the pendency of this matter. Both Parties reserve his/her right to submit any claims as to *pendente lite* support provided after the Cut-Off Date.

9. The Parties acknowledge and agree that New Jersey has both subject matter and personal jurisdiction over this matter. This Cut-Off Agreement shall be governed by the laws of the State of New Jersey. Each Party shall, at the request of the other, execute, acknowledge, and deliver to the other any further instruments that may be reasonably required to effectuate the provisions of this Agreement.

10. This Agreement contains the entire understanding of the Parties and there are no representations, either oral or written, warranties, covenants, or promises other than those expressly set forth herein.

11. Both Parties have read this Agreement, have had the opportunity to review it with counsel, have reviewed this Agreement with counsel and have entered into this Agreement voluntarily and without coercion. The Parties each acknowledge that they have

been advised of their absolute right to retain separate and independent counsel of their own choosing. They acknowledge that the other party has in no sense participated in the selection or failure to obtain individual counsel. _____ acknowledges that she has been represented throughout the negotiations by _____, Esq., of the firm _____, and _____ acknowledges that he has been represented throughout the negotiations by _____, Esq., of the firm _____. [if a party is not represented by counsel, include the following: Both parties have read this Agreement, have had the opportunity to review it with counsel, the ___ has reviewed this Agreement with counsel. The Parties each acknowledge that they have been advised of their absolute right to retain separate and independent counsel of their own choosing. They acknowledge that the other party has in no sense participated in the selection or failure to obtain individual counsel. Husband/Wife acknowledges that she/he has been represented throughout the negotiations by _____, Esq., of the firm _____. Husband/Wife waives his/her right to counsel and waives the right to assert that he/she did not have the opportunity to review this Agreement with counsel prior to executing same. Husband's/Wife's decision not to retain counsel was free and voluntary and cannot constitute a future basis to modify this Agreement.

12. This Agreement may not be modified, except in writing and executed with the same formality as this Agreement with both Parties executing same and having their signatures witnessed.

13. This Agreement may only be revoked in writing between the Parties, and a reconciliation shall not terminate the terms of this Agreement. The terms of this Agreement

shall remain in full force and effect, unless there is a specific written agreement between the Parties with their signatures witnessed vacating and terminating this Agreement.

14. Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall, nonetheless, continue in full force and effect, to the extent that the remaining provisions are fair, just, and equitable.

15. The Parties each acknowledge and represent that this Agreement has been executed by them, and each of them, free from persuasion, fraud, undue influence, or economic, physical, or emotional duress of any kind whatsoever exerted by the other or by other persons.

16. The laws of the State of New Jersey shall govern the execution and enforcement of the within Agreement.

IN WITNESS WHEREOF, the said parties, each of whom has been represented by an attorney of his or her own selection and fully apprised of his or her rights in connection herewith, have hereunto set their hands and seals the day, month, and year first above written.

WITNESS:

As to **[Husband/Wife]**

[Husband/Wife's name]

Dated:

Dated:

As to **[Insert Husband/Wife]**

[Husband/Wife's name]

Dated:

Dated:

State of New Jersey :
: SS.
County of :

BE IT REMEMBERED, that on this _____ day of _____, 2025 before me, the subscriber, personally appeared who, I am satisfied, is the person named in and who executed the within instrument, and thereupon acknowledged that this person signed, sealed, and delivered the same as a voluntary act and deed for the uses and purposes therein expressed.

[Insert Attorney Name]
ATTORNEY-AT-LAW
OF THE STATE OF NEW JERSEY

State of New Jersey :
: SS.
County of :

BE IT REMEMBERED, that on this _____ day of _____, 2025 before me, the subscriber, personally appeared, who, I am satisfied, is the person named in and who executed the within instrument, and thereupon acknowledged that this person signed, sealed, and delivered the same as a voluntary act and deed for the uses and purposes therein expressed.

[Insert Attorney Name or if a party is not represented then agreement should be notarized and the attorney at law below should be deleted]
ATTORNEY-AT-LAW
OF THE STATE OF NEW JERSEY